

**Consumer Grievance Redressal Forum**  
**Maharashtra State Electricity Distribution Co. Ltd.**  
**Bhandup Urban Zone, Bhandup**

Ref. No. Secretary/MSEDCL/CGRF/BNDUZ/      Date :

Case No. 383

Hearing Dt. 01/08/2011

**Shri Ashok Govind Sutar** - Appellant  
V/s.

**MSEDCL (Bhiwandi)** - Respondent

**Present during the hearing**

**A - On behalf of CGRF, Bhandup**

- 1) Shri S. D. Madake, Chairman, CGRF Bhandup.
- 2) Shri R.M Chavan, Member Secretary, CGRF, Bhandup.
- 3) Dr. Smt. Sabnis, Member, CGRF, Bhandup.

**B - On behalf of Appellant**

- 1) Shri Praveen Thakkar –Consumer Representative

**C - On behalf of Respondent**

- 1) Shri Deshpande Ex. Engr. Nodal Officer MSEDCL, Bhiwandi

**Preamble: -**

Shri Ashok Govind Sutar has claimed the rent for lease of land provided for transformer erection at survey no 76/1, Narpoli, Bhiwandi the rent of ` 2000/- per month was decided as per agreement executed between application and MSEDCL, (then MSEB) failed to pay the rent hence the appellant demanded up to date recovery of rent and to execute fresh agreement for the lease of land. The appellant had filed the case in the IGRC on dt. 30/04/2011 but got no relief and hence approach to this Forum. Accordingly the case was registered vide case no. 383 and hearing was fixed on 15/06/2011 which was postponed to 01/08/2011.

**Consumer's Say: -**

Shri Pravin Thakkar was present to represent the Appellant. He argued that his appellant gave his land and premises on lease to MSEB at the rate of Rs. 2000/- p.m. with effect from 01/01/1978. the execution of document was delayed on the insistence of MSEB officials on the pretext of approval of senior officials after waiting for long appellant applied to MSEB on 20/01/2005 no cognizance was taken by them. He applied to IGRC but claim was rejected on the ground of limitation. Land and premises on rental basis of ` 2,000/- per month from 01/01/1978. At that time agreement was carried out but they said that they have to take necessary approval and sanction from their head office MSEB and higher authorities of MSEDCL. Many times he personally contacted in Narpoli sub division, but the concerned officials said that they have not obtained approval and this will take sufficient time. When they get approval and sanction, they will call him, he approached the utility to register his complaint dt. 20/01/2005. He stated that the dispute of land for obtaining rent of his premises have already submitted on, dt. 12/01/2007. He approached in appeal with ICGR Committee, but they have not considered his

case for hearing, so he compelled to file appeal with honorable Forum.

1) He stated that matter is pending and not clarified by the utility and at that time the remedy of the ICGR Committee and CGRF was not available to the consumer and it was made available after EA ACT -2003 (36) and the remedy of ICGR Committee and the Forum was made available in 2005.

He requested to the Forum to kindly provide him relief as per EA Act – 2003 (36) section no. 173 inconsistency of law 73 Regulation framed there of consumer protection Act- 1986 (86).

**As per EA Act -2003, Section no. 42 sub section no. 6**

Repeated as under section no. 42, duties of distribution License and open access:

Any consumer who is aggrieved by non redressal of his grievances under sub section (5) may make a representation for to redressal of his grievance to an authority to be known as ombudsman to be appointed or designated by the state commission.

He stated that his case adhere for filing of appeal within the period of 2 years under the Rules and Regulation and Circumstances already stated to protect the interest of the consumer as per details already given above.

Further he added that the copy of old agreement given is not readily available with his, which may kindly be tolerated. However, I he is ready to carry out the fresh agreement as per terms and conditions already submitted by him.

2) As per EA Act-2003, section no 173 as under;

Inconsistency in laws, in this respect Chairman of the Forum is complaint to accept such cases, which are reasonable in the interest of consumer, even through it is barred by time limitation in pursuance of section- 173 of EA Act – 2003 in order to protect the interest of the consumer as per consumers protection act 1986 (86) hence, the honorable Forum is requested to kindly accept my appeal for hearing and solving my grievances.

3) As per CGRF Bhandup Zone, he state herewith that such types of cases have already been accepted and order have already been issued in case bearing no. 73 vide no Secretary/ CGRF/ MSEDCL/ BNDUZ/case no. 73/00130 dt. 27/07/2006 order 129 and the similar order can be issued in his case also as page no. 4/5 of the said order, which is already submitted for ready reference.

4) As per MERC SOP Regulation issued on dt. 20/01/2005 Regulation on 5.5 repeated as under Regulation -5.5

Processing of application Regulation 5.5 repeated as under:  
5.5 where, in the opinion of the Distribution licensee, the provision of supply requires installation of a distribution transformer within the applicant's premises, the applicant shall make available to the Distribution Licensee, by way of lease for the period which supply is given to the premises, a suitable piece of land or a suitable room within such premises for the distribution transformer.

Provided that the terms and conditions for such lease of land or room shall be mutually agreed between the distribution License and the applicant having regard to prevailing market rates:

Provided further that any existing agreement, as at the date of notification of these Regulations, for use of such land or room may, upon expiry, be renewed on such terms and conditions as may be mutually agreed between the parties, to be consistent with this Regulation 5.5:

Provided also that where at the date of notification of these Regulations the Distribution Licensee is using any such land or room without an agreement or agreement as the case may be before use of such land or room is deemed to have expired at the end of two (2) years from the date of notification of these Regulations, subsequent to which a fresh agreement may be entered in to on such terms and conditions as may be mutually agreed between the parties, to be consistent with this Regulation 5.5.

5) In the light of above factors honorable Forum is kindly requested consider his prayer as under:

To provide the monthly rent of ` 2000/- per month form the date of agreement i.e. 01/01/1978 till today.

**Utility's Say :-**

On the behalf of the utility Shri A. L. Deshpande the Ex. Engineer, Nodal Officer Bhiwandi was present to represent the case. he stated that the application submitted by the Appellant as a proof of correspondence is of year 2005 and 2007 are not endorsed and sealed by the inward clerk, hence this correspondence is not reliable, moreover the Appellant is unable to produce the copy of agreement executed between then MSEB and the Appellant.

He further stated that in absence of the copy of the agreement it is difficult to say about the period of agreement mentioned and the rent decided for the lease land. The respondent further added that being a matter is too old i.e. of year 1978 considering the MERC (EO & CGRF) Regulations 2006 there in Regulations 6.6 the case is time barred hence it should be dismissed with cost.

**Observation :-**

The matter was heard on 01/08/2011 both the parties were present on perusal of available record and arguments during the hearing reveals that the Appellant has claimed the rent of the land which is owned by him and occupied by the utility for the sake of distribution of energy to the building and surrounding area where the Appellant is residing however the copy of agreement executed in the year 1978 is neither with the officials of utility nor with the Appellant it is further noticed that when the Appellant is claiming the rent from year 1978 he should produce the copy to know about the terms and conditions of the matter agreed. In absence of agreement copy the amount of rent as claimed by the Appellant can not be confirm along with the period for which the rent was agreed.

The Forum also observed that the Appellant has not received the rent for single month even in the initial period of agreement executed but the Appellant never made any grievance for such a long period from 1978 the Appellant could not reason out for such unreasonable delay in submission of his grievance.

The Appellant has insisted 5.5 of MERC (Electricity Supply Code and other Conditions of Supply) Regulations 2005 which reads as:-

Where, in the opinion of the Distribution Licensee, the provision of supply requires installation of a distribution transformer within the applicant's premises, the applicant shall make available to the Distribution Licensee, by way of lease, for the period for which such premises for the Distribution transformer.

Provided that the terms and conditions for such lease of land or room shall mutually agreed between the Distribution licensee and the applicant having regard to prevailing market rates.

Provided further that any exiting agreement, as at the date of notification of these Regulations, for use of such land or room may, upon expiry, be renewed on such terms and conditions as may be mutually agreed between the parties, to be consistent with this Regulation 5.5

Provided also that where, at the date of notification of these Regulations, the Distribution Licensee is using any such land or room without an agreement for such use or under an agreement having no fixed expiry date, then such arrangement, as the case may be, for use land or room is deemed to have expired at the end of two (20) years from the date of notification of these Regulations, subsequent to which a fresh agreement may be entered into on such terms and conditions as may be mutually agreed between the parties, to be consistent with this Regulation 5.5.

MERC (Electricity Ombudsman and consumer Grievance Redressal Cell) Regulations 2006 therein 6.6:-

*The Forum shall not admit any grievance unless it is files within two (2) years form the date on which the cause of action has arisen.*

Forum observed from the above that if the utility is utilizing the land the Appellant & utility should have mutually enter in to agreed terms & conditions, As mentioned above being the matter is too old and the MERC (EO & CGRF) Regulations 2006 therein 6.6 does not allow the Forum to entertain the matter, the prayer of the Appellant is being time barred is hereby rejected.

### **ORDER.**

1) The prayer of the Appellant for the rent of the land from year 1978 till today is being time barred as per MERC (EO& CGRF) Regulations 2006, 6.6 and hence is hereby dismissed.

No order as to cost.

Both the parties should be informed accordingly.

The order is issued under the seal of Consumer Grievance Redressal Forum M.S.E.D.C. Ltd., Bhandup Urban Zone, Bhandup on 17/09/2011.

Note :

1) If Consumer is not satisfied with the decision, he may go in appeal within 60 days from date of receipt of this order to the Electricity Ombudsman in attached "Form B".

#### **Address of the Ombudsman**

The Electricity Ombudsman,  
Maharashtra Electricity Regulatory Commission,  
606, Keshav Building,  
Bandra - Kurla Complex, Bandra (E),



Mumbai - 400 051

2) If utility is not satisfied with order, it may go in appeal before the Hon. High Court within 60 days from receipt of the order.

**DR. ARCHANA SABNIS**  
**MEMBER**  
**CGRF, BHANDUP**

**S.D. MADAKE**  
**CHAIRMAN**  
**CGRF, BHANDUP**

**R.M. CHAVAN**  
**MEMBER SECRETARY**  
**CGRF, BHANDUP**